Permit #F00147599

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00147599 **Type of Permit:** FILMING **Release Date:** 02/12/2019

Production Company HASHTAG ENTERTAINMENT, LLC

Insured Company Name HASHTAG ENTERTAINMENT, LLC
Contact Phone No. 1 818-756-5100
Contact Phone No. 2
Fax
Address 1015 GRANDVIEW AVE.
GLENDALE, California 91201

Production Title ENDLESS SUMMER 2

Type of Production TV Reality

Producer Andrea Metz

Director Andrea Metz

1st AD Nick Cavazos

Production Manager Ruben Moreno

FilmL.A. Coordinator Cody Penwell

Location Manager Ruben Moreno
Primary Phone Mobile - 951-764-7941
Secondary Phone

Location Assistant Justin Wachman
Primary Phone Mobile - 609-922-4146
Secondary Phone

Fees

Notification Charge	$228.00
FILMLA NON-REFUNDABLE FILM APPLICATION FEE	$685.00
LA CITY FIRE DEPARTMENT SPOT CHECK SURCHARGE	$85.00

Total Permit Fee $998.00

Number of Locations 7

NOT A PERMIT

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Summary Information — Location

Permit Number	F00147599	**Location Manager**	Ruben Moreno
Production Company	HASHTAG ENTERTAINMENT, LLC	Primary Phone	Mobile - 951-764-7941
Insured Company	HASHTAG ENTERTAINMENT, LLC	Secondary Phone	
Production Title	ENDLESS SUMMER 2		

Location Address Kester Ave., Sherman Way, Coldwater Canyon Ave., Victory Blvd., Inclusive (Excluding Fwy/Hwy, State Roads, City Parks, School and Church Property, Special Condition Areas), Los Angeles, CA, 91605

Location Type Grid

Film Dates 2/12/2019 - 2/26/2019 09:00 - 21:30 15 days

Open or Closed to the Public Open

Generic Conditions

*Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Exterior filming activity may not exceed a two hour time frame.
It is the responsibility of the permittee to be aware of Special Condition areas, which are excluded from this grid location. A complete list of Special Condition areas can be found at www. Filmla.com
May not interfere with filming activities of production companies in possession of location-specific permits, previously scheduled special events, or existing construction projects.
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping and setting up in residential areas before 7am or after 10pm without prior approval
No stopping or setting up in front of merchants or residents without prior approval

Equipment on Location

Type	Quantity
Cast/Crew vehicles	3

Personnel on Location

Type	Quantity
Cast	3
Crew	10

Filming Activities Camera in car; Equipment on property; Equipment on sidewalk only.; Exterior Dialogue; Exterior establishing shots; Handheld equipment; Interior and exterior dialogue; Interior Dialogue;

Jurisdiction **Political:** Los Angeles City - Council District 06 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

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Summary Information — Location

Permit Number	F00147599	**Location Manager**	Ruben Moreno
Production Company	HASHTAG ENTERTAINMENT, LLC	Primary Phone	Mobile - 951-764-7941
Insured Company	HASHTAG ENTERTAINMENT, LLC	Secondary Phone	
Production Title	ENDLESS SUMMER 2		

Approvals LOS ANGELES CITY POLICE DEPARTMENT — Irene Martinez

Coordinator Note
*NO MORE THAN FIVE (5) VEHICLES ON A GRID AT ANY GIVEN TIME.
*NO MORE THAN FIFTEEN (15) PEOPLE ON A GRID AT ANY GIVEN TIME.
*NO VEHICLE LARGER THAN A PASSENGER VAN OR A STAKE BED TRUCK ON A GRID AT ANY GIVEN TIME.
*ALL ADDITIONAL PERSONNEL AND EQUIPMENT (INCLUDING OVER-SIZED VEHICLES) MUST REMAIN ON PRIVATE PROPERTY, OR AT A BASE CAMP AT ALL TIMES.

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

Parking Notes
Crew and Cast will park in meter parking or on private property.

NOT A PERMIT

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Summary Information — Location

Permit Number	F00147599	**Location Manager**	Ruben Moreno
Production Company	HASHTAG ENTERTAINMENT, LLC	Primary Phone	Mobile - 951-764-7941
Insured Company	HASHTAG ENTERTAINMENT, LLC	Secondary Phone	
Production Title	ENDLESS SUMMER 2		

Location Address 3420 Via Oporto, Newport Beach, CA, 92663

Location Type Restaurant

Film Dates 2/12/2019 - 2/12/2019 13:00 - 17:00 1 day

Open or Closed to the Public Open

Generic Conditions *Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents F00147599-Location_Agreement.pdf
F00147599-Location_Agreement_Via_Oporto-2.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	3

Personnel on Location

Type	Quantity
Cast	2
Crew	10

Filming Activities Camera on sticks; Equipment on property; Equipment on sidewalk only.; Exterior Dialogue; Exterior establishing shots; Interior and exterior dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

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Summary Information — Location

Permit Number	F00147599	**Location Manager**	Ruben Moreno
Production Company	HASHTAG ENTERTAINMENT, LLC	Primary Phone	Mobile - 951-764-7941
Insured Company	HASHTAG ENTERTAINMENT, LLC	Secondary Phone	
Production Title	ENDLESS SUMMER 2		

This location has been CANCELED

Location Address Balboa Blvd., D St. - E St., Newport Beach, CA 92661

Location Type Beach

Film Dates 2/12/2019 - 2/12/2019 08:00 - 14:00 1 day

Open or Closed to the Public Closed

Generic Conditions
*Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached document Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	3

Personnel on Location

Type	Quantity
Cast	1
Crew	10

Filming Activities Equipment on sidewalk only.; Exterior models against scenery; Handheld equipment; Four-Wheel Bicycle Rolling Down Concrete Beach Access (off of D St.); Bicycle NOT permitted to be on Sand; No Water Activities; No Activity on the Bike Path;

Parking

Base Camp
Location Type : Filming Location

Parking Notes
Crew will park in meter parking

Crew Parking
Location Type : Filming Location

NOT A PERMIT

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Summary Information — Location

Permit Number	F00147599	**Location Manager**	Ruben Moreno
Production Company	HASHTAG ENTERTAINMENT, LLC	Primary Phone	Mobile - 951-764-7941
Insured Company	HASHTAG ENTERTAINMENT, LLC	Secondary Phone	
Production Title	ENDLESS SUMMER 2		

Location Address Sand Area in the vicinity of D St. & 1319 Balboa Blvd. E, Newport Beach, CA 92661

Location Type Beach

Film Dates 2/12/2019 - 2/12/2019 14:00 - 18:00 1 day

Open or Closed to the Public Open

Generic Conditions *Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached document Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2

Personnel on Location

Type	Quantity
Cast	2
Crew	10

Filming Activities Camera on sticks; Equipment on property; Exterior establishing shots; Handheld equipment; Interior and exterior dialogue; No Water Activities; No Bicycles on Sand;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information — Location

Permit Number	F00147599	**Location Manager**	Ruben Moreno
Production Company	HASHTAG ENTERTAINMENT, LLC	Primary Phone	Mobile - 951-764-7941
Insured Company	HASHTAG ENTERTAINMENT, LLC	Secondary Phone	
Production Title	ENDLESS SUMMER 2		

This location has been CANCELED

Location Address 600 E Bay Ave, Newport Beach, CA, 92661

Location Type Entertainment & Shopping district

Film Dates 2/12/2019 - 2/12/2019 03:00 - 08:00 1 day

Open or Closed to the Public Closed

Generic Conditions *Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents F00147599-Location_Agreement-Bay_Ave..pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	3

Personnel on Location

Type	Quantity
Cast	3
Crew	10

Filming Activities Equipment on property; Equipment on sidewalk only.; Exterior Dialogue; Exterior establishing shots; Handheld equipment;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Coordinator Note *ALL VEHICLES MUST BE CONTAINED TO PRIVATE PROPERTY.
*ABSOLUTELY NO PARKING OF ANY VEHICLES NOR EQUIPMENT ON CITY STREETS.

Parking **Base Camp** **Crew Parking**

NOT A PERMIT

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Summary Information — Location

Permit Number	F00147599	**Location Manager**	Ruben Moreno
Production Company	HASHTAG ENTERTAINMENT, LLC	Primary Phone	Mobile - 951-764-7941
Insured Company	HASHTAG ENTERTAINMENT, LLC	Secondary Phone	
Production Title	ENDLESS SUMMER 2		

Location Type : Filming Location

Location Type : Filming Location

Parking Notes

*ALL VEHICLES MUST BE CONTAINED TO PRIVATE PROPERTY.
*ABSOLUTELY NO PARKING OF ANY VEHICLES NOR EQUIPMENT ON CITY STREETS.

NOT A PERMIT

Permit #F00147599

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Summary Information — Location

Permit Number	F00147599	**Location Manager**	Ruben Moreno
Production Company	HASHTAG ENTERTAINMENT, LLC	Primary Phone	Mobile - 951-764-7941
Insured Company	HASHTAG ENTERTAINMENT, LLC	Secondary Phone	
Production Title	ENDLESS SUMMER 2		

Location Address 3434 Via Lido, Newport Beach, CA, 92663

Location Type Business

Film Dates 2/12/2019 - 2/12/2019 14:00 - 18:00 1 day

Open or Closed to the Public Open

Generic Conditions *Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents F00147599-Location_Agreement-Lido_Marina.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	3

Personnel on Location

Type	Quantity
Cast	2
Crew	10

Filming Activities Camera on sticks; Equipment on property; Equipment on sidewalk only.; Exterior Dialogue; Exterior establishing shots; Interior and exterior dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

Permit #F00147599

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Summary Information — Location

Permit Number	F00147599	**Location Manager**	Ruben Moreno
Production Company	HASHTAG ENTERTAINMENT, LLC	Primary Phone	Mobile - 951-764-7941
Insured Company	HASHTAG ENTERTAINMENT, LLC	Secondary Phone	
Production Title	ENDLESS SUMMER 2		

Location Address 3446 Via Oporto, Newport Beach, CA, 92663

Location Type Store front

Film Dates 2/12/2019 - 2/12/2019 13:30 - 16:30 1 day

Open or Closed to the Public Open

Generic Conditions *Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents F00147599-Location_Agreement-Via_Oporto.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	3

Personnel on Location

Type	Quantity
Cast	2
Crew	10

Filming Activities Camera on sticks; Equipment on property; Equipment on sidewalk only.; Exterior Dialogue; Exterior establishing shots; Interior and exterior dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

HASHTAG ENTERTAINMENT, LLC
1015 Grandview Ave.
Glendale, CA 91201
Attn: Business & Legal Affairs
Ph: (818) 756-5100 / Fax: (818) 756-5189

LOCATION AGREEMENT

Date: 2/3/19

Property name/location: MALIBU FARM LIDO - NEWPORT BEACH ("Property")

Property owner or authorized agent: JOHN STOKWELL ("Owner")

Phone: 323 397 3178 Email: malibufarmlido@gmail.com Other _____

For good and valuable consideration, receipt of which is hereby acknowledged, Owner hereby grants permission to Producer for the use of the Property as follows:

1. **PROPERTY USE.** Owner hereby grants permission to Hashtag Entertainment, LLC, its parent, subsidiary and affiliated companies, successors, designees, licensees and assigns, and its respective officers, directors, employees, contractors and agents (collectively, "Producer") to enter upon and use the Property for the purpose of photographing, filming and recording (including sound recording) certain footage and other material (collectively, "Material") in connection with the television program currently entitled "Endless Summer" (the "Program"). Producer may use and record, without limitation, all interior and exterior areas of the Property, all structures, furniture and fixtures located on or about the Property, any artwork or signs located on the Property (including any trademarks, names, logos and verbiage contained therein) and the use of utilities. Producer may place all necessary facilities and equipment and erect temporary structures and sets on the Property. Producer shall have the right, for no additional consideration, to re-enter the Property to record additional Material as may be necessary; provided, however, that the Property is available and Producer notifies Owner in advance of such intended use.

2. **RIGHTS.** Producer shall be and remain the sole owner of all Material and Producer shall have all rights therein, without limitation, perpetually and irrevocably in all media and technology now known or hereafter devised, throughout the universe, to use and reuse the Material in and in connection with the Program or any other productions of any kind as well as in connection with the advertising, promotion and publicity thereof. Producer may remove, replace, cover, or otherwise change (including, without limitation, the right to blur or pixelate) any sign, artwork or other identifiable material on the Property, which shall be done at Producer's sole expense. Producer shall have the right to refer to the Property by its actual name or any fictitious name, and the right to attribute actual or fictitious events as occurring on the Property, and the right to replicate the Property and use such replication in Producer's sole discretion. Producer shall have the right to cancel this agreement at any time prior to the date of filming. Producer shall not be obligated to produce or distribute the Program, to make any actual use of the Materials, or to use the name of the Property or Owner in connection with the Program or any other production.

3. **PROTECTION AND RESTORATION.** Producer shall remove from the Property all facilities, equipment and temporary sets and other materials placed thereon by Producer. Producer agrees to repair damage to the Property caused by the conduct of Producer, and to leave the Property in as good a condition as when entered upon by Producer, reasonable wear and tear excepted. If Owner claims that Producer is responsible for any such damage or injury, Owner shall notify Producer in writing within five (5) business days from the date that Producer vacates the Property, which writing shall include a detailed list of all property damage and injuries for which Owner claims Producer is responsible. Owner will cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the Property prior to any reimbursement for such damage.

4. **REPRESENTATIONS AND WARRANTIES.** Owner represents and warrants that (a) Owner has the right to enter into this agreement and to grant Producer all rights provided by this agreement; (b) either Owner has obtained any necessary third party consents or no other party's consent is necessary to effectuate the full and complete exercise of the rights granted herein; (c) the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances; and (d) the Property is free of latent defects or illegal conditions of which Owner is or should be aware, except those of which Owner has notified Producer.

NOT A PERMIT

5. **INDEMNIFICATION.** Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands of any person or persons arising out of or based upon personal injuries or property damage resulting from the gross negligence or willful misconduct of Producer while Producer is engaged in the use of the Property. Further, Owner agrees to indemnify and hold Producer harmless from and against any losses, liabilities, damages, expenses, claims and demands (including reasonable outside attorney's fees) as a result of Owner's breach or alleged breach of any representation or warranty made hereunder.

6. **INSURANCE.** At all times Producer shall maintain appropriate insurance to cover the risks and indemnity obligations assumed by Producer, including general liability and property damage insurance.

7. **REMEDY.** Neither Owner nor any tenant or any other party now or hereafter having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the Material. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to seek or obtain equitable or injunctive relief.

8. **CONFIDENTIALITY.** Any and all information disclosed to or obtained by Owner concerning or relating in any way to the Program, Material, or Producer shall be strictly confidential and Owner hereby agrees not to disclose any such information to any individual or entity. Owner acknowledges and agrees that any disclosure of such information in violation of this provision shall constitute a material breach by Owner of this agreement and shall cause Producer irreparable injury. Owner agrees that Producer shall have the right to utilize all available remedies at law or in equity in relation thereto.

9. **MISCELLANEOUS.** If, of illness of actors, director, or other essential artists and crew, weather conditions, defective film or equipment or any other disruptive event(s) (including, but not limited to, a labor dispute), Producer is unable to start work on the date designated above and/or work in progress is interrupted during the use of the Property by Producer, then Producer shall have the right, at Producer's election, to terminate this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Except as may otherwise be set forth herein, the parties hereto specifically consent to the exclusive jurisdiction of the courts (including federal courts sitting therein) of the State of California, County of Los Angeles, U.S.A. for the purposes of instituting or maintaining any action or proceeding arising from or in connection with this agreement. Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity (but shall not assign the right to enter the Property). This agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing. If any provision of this agreement is adjudged to be void or unenforceable, same shall not affect the validity of this agreement or of any other provision hereof. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated herein. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or agreement or as a member of the general public. This agreement may be executed physically and/or electronically (i.e., by electronic signature through an e-signature provider acceptable to Producer) and delivered via facsimile or electronic transmission (e.g. pdf via email), shall be binding hereto and inure to the benefit of the parties herein and be deemed originals for all purposes.

ACCEPTED, ACKNOWLEDGED AND AGREED:

OWNER (or Authorized Agent)

By: _____

Dated: 2/3/19

WEB DRAFT PERMIT

PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

JOHN _____ ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 3420 VIA OPORTO Suite 101 "MALIBU FARM" _____
(street)

City of Newport Beach, CA 92663.
(zip code)

Name of Business (if applicable): MALIBU FARM LIDO _____

I have granted permission to: BUDIM / MURRAY PRODUCTION _____
(Film Production Company / School)

To use my property for the purpose of: FILMING "UNDER THE SUMMER" _____

_____

_____

On the day/date (s) 2/12/19 _____

from 1 pm 5 pm

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

Permit #F00147599

I certify under penalty of perjury that the foregoing is true and correct.

Executed at MALIBU, California on this 7 day of FEB 2019.

Signed: _____ Telephone: 323 397-3178
(Owner/Lessee)

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

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    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

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- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

HASHTAG ENTERTAINMENT, LLC
1015 Grandview Ave.
Glendale, CA 91201
Attn: Business & Legal Affairs
Ph: (818) 756-5100 / Fax: (818) 756-5189

LOCATION AGREEMENT

Date: February 7, 2019

Property name/location: Balboa Fun Rides – 600 East Bay Ave, Newport Beach, CA 92661 ("Property")

Property owner or authorized agent: Balboa Fun Rides, Inc. – Patrick Moore ("Owner")

Phone: 949 903-2825 Email: Bfunzone@sbcglobal.net Other: _____

Producer agrees to pay Owner the total sum of $150.00, in full consideration for Producer's full use of the Property (inclusive of exclusive use of the Ferris wheel for a two-hour period as designated by Producer), as follows:

1. **PROPERTY USE.** Owner hereby grants permission to Hashtag Entertainment, LLC, its parent, subsidiary and affiliated companies, successors, designees, licensees and assigns, and its respective officers, directors, employees, contractors and agents (collectively, "Producer") to enter upon and use the Property for the purpose of photographing, filming and recording (including sound recording) certain footage and other material (collectively, "Material") in connection with the program currently entitled "Endless Summer" (the "Program"). Producer may use and record, without limitation, all interior and exterior areas of the Property, all structures, furniture and fixtures located on or about the Property, any artwork or signs located on the Property (including any trademarks, names, logos and verbiage contained therein) and the use of utilities. Producer may place all necessary facilities and equipment and erect temporary structures and sets on the Property. Producer shall have the right, for no additional consideration, to re-enter the Property to record additional Material as may be necessary; provided, however, that the Property is available and Producer notifies Owner in advance of such intended use.

2. **RIGHTS.** Producer shall be and remain the sole owner of all Material and Producer shall have all rights therein, without limitation, perpetually and irrevocably in all media and technology now known or hereafter devised, throughout the universe, to use and reuse the Material in and in connection with the Program or any other productions of any kind and as well as in connection with the advertising, promotion and publicity thereof. Producer may remove, replace, cover, or otherwise change (including, without limitation, the right to blur or pixelate) any sign, artwork or other identifiable material on the Property, which shall be done at Producer's sole expense. Producer shall have the right to refer to the Property by its actual name or any fictitious name, and the right to attribute actual or fictitious events as occurring on the Property, and the right to replicate the Property and use such replication in Producer's sole discretion. Producer shall have the right to cancel this agreement at any time prior to the date of filming. Producer shall not be obligated to produce or distribute the Program, to make any actual use of the Materials, or to use the name of the Property or Owner in connection with the Program or any other production.

3. **PROTECTION AND RESTORATION.** Producer shall remove from the Property all facilities, equipment and temporary sets and other materials placed thereon by Producer. Producer agrees to repair damage to the Property caused by the conduct of Producer, and to leave the Property in as good a condition as when entered upon by Producer, reasonable wear and tear excepted. If Owner claims that Producer is responsible for any such damage or injury, Owner shall notify Producer in writing within five (5) business days from the date that Producer vacates the Property, which writing shall include a detailed list of all property damage and injuries for which Owner claims Producer is responsible. Owner will cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the Property prior to any reimbursement for such damage.

4. **REPRESENTATIONS AND WARRANTIES.** Owner represents and warrants that (a) Owner has the right to enter into this agreement and to grant Producer all rights provided by this agreement, (b) either Owner has obtained any necessary third party consents or no other party's consent is necessary to effectuate the full and complete exercise of the rights granted herein; (c) the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances; and (d) the Property is free of latent defects or illegal conditions of which Owner is or should be aware, except those of which Owner has notified Producer.

5. **INDEMNIFICATION.** Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands of any person or persons arising out of or based upon

NOT A PERMIT

personal injuries or property damage resulting from the gross negligence or willful misconduct of Producer while Producer is engaged in the use of the Property. Further, Owner agrees to indemnify and hold Producer harmless from and against any losses, liabilities, damages, expenses, claims and demands (including reasonable outside attorney's fees) as a result of Owner's breach or alleged breach of any representations or warranties made hereunder.

6. **INSURANCE.** At all times Producer shall maintain appropriate insurance to cover the risks and indemnity obligations assumed by Producer, including general liability and property damage insurance.

7. **REMEDY.** Neither Owner nor any tenant or any other party now or hereafter having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the Material. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to seek or obtain equitable or injunctive relief.

8. **CONFIDENTIALITY.** Any and all information disclosed to or obtained by Owner concerning or relating in any way to the Program, Material, or Producer shall be strictly confidential and Owner hereby agrees not to disclose any such information to any individual or entity. Owner acknowledges and agrees that any disclosure of such information in violation of this provision shall constitute a material breach by Owner of this agreement and shall cause Producer irreparable injury. Owner agrees that Producer shall have the right to utilize all available remedies at law or in equity in relation thereto.

9. **MISCELLANEOUS.** If, because of illness of actors, director, or other essential artists and crew, weather conditions, defective film or equipment or any other disruptive event(s) (including, but not limited to, a labor dispute), Producer is unable to start work on the date designated above and/or work in progress is interrupted during the use of the Property by Producer, then Producer shall have the right, at Producer's election, to terminate this agreement. This agreement and shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Except as may otherwise be set forth herein, the parties hereto specifically consent to the exclusive jurisdiction of the courts (including federal courts sitting therein) of the State of California, County of Los Angeles, U.S.A. for the purposes of instituting or maintaining any action or proceeding arising from or in connection with this agreement. Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity (but shall not assign the right to enter the Property). This agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing. If any provision of this agreement is adjudged to be void or unenforceable, same shall not affect the validity of this agreement or of any other provision hereof. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated herein. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or agreement or as a member of the general public. This agreement may be executed physically and/or electronically (i.e., by electronic signature through an e-signature provider acceptable to Producer) and delivered via facsimile or electronic transmission (e.g. pdf via email), shall be binding hereto and inure to the benefit of the parties herein and be deemed originals for all purposes.

ACCEPTED, ACKNOWLEDGED AND AGREED:

OWNER (or Authorized Agent)

By:

Dated: Feb 6, 2019

NOT A PERMIT

PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

J. Patrick Moore _____ ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 600 East Bay Ave #R (Ferris Wheel Compound) _____,
(street)

City of Newport Beach, CA 92661 _____.
(zip code)

Name of Business (if applicable): Balboa Fun Zone Rides, Inc. _____

I have granted permission to: HASHTAG ENTERTAINMENT, LLC _____
(Film Production Company / School)

To use my property for the purpose of: Filming _____

_____

_____

On the day/date (s) February 12, 2019 _____

from 4:30 pm ~~am~~/pm *to* 6:30 pm ~~am~~/pm.

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at 600 E. Oceanfront #3C, NB _____, California on this 7th day of Feb 20 19.

Signed: _____ Telephone: 949-903-2825
(Owner/Lessee)

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

Permit #F00147599

PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

DJM Capital Partners ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 3434 Via Lido (street)

City of Newport Beach, CA 92663. (zip code)

Name of Business (if applicable): Lido Marina Village

I have granted permission to: Bunim/Murray Productions (Film Production Company / School)

To use my property for the purpose of: filming of "Endless Summer 4 on Snapchat

On the day/date (s) _____

from _____ pm _____ pm

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at Newport Beach, California on this 8 day of Feb 20 19.

Signed: _____ Telephone: 949.438.3983
(Owner/Lessee)
MICHELLE ST. AMOUR

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

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- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
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    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

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- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

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- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
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- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

HASHTAG ENTERTAINMENT, LLC
1015 Grandview Ave.
Glendale, CA 91201
Attn: Business & Legal Affairs
Ph: (818) 756-5100 / Fax: (818) 756-5189

LOCATION AGREEMENT

Date: 02/08/19

Property name/location: ZINQVE NEWPORT BEACH ("Property")

Property owner or authorized agent: IVY HUNTER ("Owner")

Phone: _____ Email: [redacted] Other: _____
ivy@lezinque.com

For good and valuable consideration, receipt of which is hereby acknowledged, Owner hereby grants permission to Producer for the use of the Property as follows:

1. **PROPERTY USE.** Owner hereby grants permission to Hashtag Entertainment, LLC, its parent, subsidiary and affiliated companies, successors, designees, licensees and assigns, and its respective officers, directors, employees, contractors and agents (collectively, "Producer") to enter upon and use the Property for the purpose of photographing, filming and recording (including sound recording) certain footage and other material (collectively, "Material") in connection with the television program currently entitled "Endless Summer" (the "Program"). Producer may use and record, without limitation, all interior and exterior areas of the Property, all structures, furniture and fixtures located on or about the Property, any artwork or signs located on the Property (including any trademarks, names, logos and verbiage contained therein) and the use of utilities. Producer may place all necessary facilities and equipment and erect temporary structures and sets on the Property. Producer shall have the right, for no additional consideration, to re-enter the Property to record additional Material as may be necessary; provided, however, that the Property is available and Producer notifies Owner in advance of such intended use.

2. **RIGHTS.** Producer shall be and remain the sole owner of all Material and Producer shall have all rights therein, without limitation, perpetually and irrevocably in all media and technology now known or hereafter devised, throughout the universe, to use and reuse the Material in and in connection with the Program or any other productions of any kind as well as in connection with the advertising, promotion and publicity thereof. Producer may remove, replace, cover, or otherwise change (including, without limitation, the right to blur or pixelate) any sign, artwork or other identifiable material on the Property, which shall be done at Producer's sole expense. Producer shall have the right to refer to the Property by its actual name or any fictitious name, and the right to attribute actual or fictitious events as occurring on the Property, and the right to replicate the Property and use such replication in Producer's sole discretion. Producer shall have the right to cancel this agreement at any time prior to the date of filming. Producer shall not be obligated to produce or distribute the Program, to make any actual use of the Materials, or to use the name of the Property or Owner in connection with the Program or any other production.

3. **PROTECTION AND RESTORATION.** Producer shall remove from the Property all facilities, equipment and temporary sets and other materials placed thereon by Producer. Producer agrees to repair damage to the Property caused by the conduct of Producer, and to leave the Property in as good a condition as when entered upon by Producer, reasonable wear and tear excepted. If Owner claims that Producer is responsible for any such damage or injury, Owner shall notify Producer in writing within five (5) business days from the date that Producer vacates the Property, which writing shall include a detailed list of all property damage and injuries for which Owner claims Producer is responsible. Owner will cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the Property prior to any reimbursement for such damage.

4. **REPRESENTATIONS AND WARRANTIES.** Owner represents and warrants that (a) Owner has the right to enter into this agreement and to grant Producer all rights provided by this agreement; (b) either Owner has obtained any necessary third party consents or no other party's consent is necessary to effectuate the full and complete exercise of the rights granted herein; (c) the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances; and (d) the Property is free of latent defects or illegal conditions of which Owner is or should be aware, except those of which Owner has notified Producer.

NOT A PERMIT

5. **INDEMNIFICATION.** Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands of any person or persons arising out of or based upon personal injuries or property damage resulting from the gross negligence or willful misconduct of Producer while Producer is engaged in the use of the Property. Further, Owner agrees to indemnify and hold Producer harmless from and against any losses, liabilities, damages, expenses, claims and demands (including reasonable outside attorney's fees) as a result of Owner's breach or alleged breach of any representation or warranty made hereunder.

6. **INSURANCE.** At all times Producer shall maintain appropriate insurance to cover the risks and indemnity obligations assumed by Producer, including general liability and property damage insurance.

7. **REMEDY.** Neither Owner nor any tenant or any other party now or hereafter having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the Material. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to seek or obtain equitable or injunctive relief.

8. **CONFIDENTIALITY.** Any and all information disclosed to or obtained by Owner concerning or relating in any way to the Program, Material, or Producer shall be strictly confidential and Owner hereby agrees not to disclose any such information to any individual or entity. Owner acknowledges and agrees that any disclosure of such information in violation of this provision shall constitute a material breach by Owner of this agreement and shall cause Producer irreparable injury. Owner agrees that Producer shall have the right to utilize all available remedies at law or in equity in relation thereto.

9. **MISCELLANEOUS.** If, of illness of actors, director, or other essential artists and crew, weather conditions, defective film or equipment or any other disruptive event(s) (including, but not limited to, a labor dispute), Producer is unable to start work on the date designated above and/or work in progress is interrupted during the use of the Property by Producer, then Producer shall have the right, at Producer's election, to terminate this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Except as may otherwise be set forth herein, the parties hereto specifically consent to the exclusive jurisdiction of the courts (including federal courts sitting therein) of the State of California, County of Los Angeles, U.S.A. for the purposes of instituting or maintaining any action or proceeding arising from or in connection with this agreement. Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity (but shall not assign the right to enter the Property). This agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing. If any provision of this agreement is adjudged to be void or unenforceable, same shall not affect the validity of this agreement or of any other provision hereof. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated herein. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or agreement or as a member of the general public. This agreement may be executed physically and/or electronically (i.e., by electronic signature through an e-signature provider acceptable to Producer) and delivered via facsimile or electronic transmission (e.g. pdf via email), shall be binding hereto and inure to the benefit of the parties herein and be deemed originals for all purposes.

ACCEPTED, ACKNOWLEDGED AND AGREED:

OWNER (or Authorized Agent)

By: _____

Dated: 02/08/19

NOT A PERMIT

Permit #F00147599

PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

IVY HUNTER ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 3446 VIA OPORTO *(street)*

City of Newport Beach, CA 92626. *(zip code)*

Name of Business (if applicable): ZINQUE NEWPORT

I have granted permission to: Hasnley Entertainment *(Film Production Company / School)*

To use my property for the purpose of: Filming Endless Summer Season 2.

On the day/date (s) _____

from 1:30 pm 4:30 pm

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at ZINQUE NEWPORT, California on this ____day of _____20____.

Signed: _____ *(Owner/Lessee)* Telephone: _____

FLAREVFORM201.01.09

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT